

AGREEMENT

between

City of Fort Lauderdale

and

H2M Architects & Engineers, Inc.

for

Design Services for Emergency Operations Center

Request for Qualifications (RFQ) Event No.536

AGREEMENT

THIS IS AN AGREEMENT made and entered into this ____ day of _____, 2026, by and between:

CITY OF FORT LAUDERDALE, a Florida municipality,
(hereinafter referred to as "CITY")

and

H2M ARCHITECTS & ENGINEERS, INC., a New Jersey
corporation authorized to conduct business in the State of
Florida (hereinafter referred to as "CONSULTANT")

WHEREAS, the City Commission of the City of Fort Lauderdale, Florida at its meeting of August 18, 2026, authorized by motion the execution of this Agreement between CONSULTANT and CITY authorizing the performance of Design Services for Emergency Operations Center, Request for Qualifications (RFQ) No. 536-1, incorporated herein, (the "Agreement"); and

WHEREAS, the CONSULTANT is willing and able to render professional services for such project for the compensation and on the terms hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual covenants, agreements, terms, and conditions contained herein, the Parties hereto, do agree as follows:

ARTICLE 1 DEFINITIONS AND IDENTIFICATIONS

For the purposes of this Agreement and the various covenants, conditions, terms and provisions which follow, the DEFINITIONS and IDENTIFICATIONS set forth below are assumed to be true and correct and are therefore agreed upon by the Parties.

- 1.1 AGREEMENT: Means this document between the CITY and CONSULTANT dated _____, 2026, and any duly authorized and executed Amendments to Agreement.
- 1.2 BASIC SERVICES: Services performed by CONSULTANT for authorized scope of work for the Project phase described in this Agreement and listed in Exhibit "A," Scope of Services.
- 1.3 CONSULTANT'S PERIODIC ESTIMATE FOR PAYMENT: A statement by CONSULTANT based on observations at the site and on review of documentation submitted by the Contractor that by its issuance recommends that CITY pay identified amounts to the Contractor for services performed by the Contractor on the Project.
- 1.4 CHANGE ORDER: A written order approved and executed by both Parties to the CONSULTANT approved by the CITY authorizing a revision of this Agreement between the CITY and CONSULTANT that is directly related to the original scope of work or an adjustment in the original contract price or the contract time directly related to the original scope of work, issued on or after the effective date of this Agreement.
- 1.5 CITY: The City of Fort Lauderdale, a Florida municipality.

- 1.6 CITY MANAGER: The City Manager of the City of Fort Lauderdale, Florida.
- 1.7 COMMISSION: The City Commission of the City of Fort Lauderdale, Florida, which is the governing body of the CITY government.
- 1.8 CONSTRUCTION COST: The total construction cost to CITY of all elements of the Project designed or specified by CONSULTANT.
- 1.9 CONSTRUCTION COST LIMIT: A maximum construction cost limit established by the CITY defining the maximum budget amount to which the final construction documents should be designed so as not to exceed.
- 1.10 CONSTRUCTION DOCUMENTS: Those working drawings and specifications and other writings setting forth in detail and prescribing the work to be done, the materials, workmanship and other requirements for construction of the entire Project, including any bidding information.
- 1.11 CONSULTANT: H2M Architects & Engineers, Inc., the CONSULTANT selected to perform professional services pursuant to this Agreement.
- 1.12 CONTRACT ADMINISTRATOR: The Capital Project Director for the City of Fort Lauderdale, or his designee. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.
- 1.13 CONTRACT DOCUMENTS: Any or all of the following documents: The Solicitation (City of Fort Lauderdale Request for Qualifications (RFQ) Event No. 536-1), this Agreement, all Exhibits attached to this Agreement, City approved Change Orders, Addenda or Amendments to all related documents to the Change Orders, Specifications (quality) and drawings (location and quantity) of CONSULTANT, CONSULTANT'S response to City of Fort Lauderdale RFQ Event No.536-1.
- 1.14 CONTRACTOR: One or more individuals, firms, corporations, or other entities identified as such by a written agreement with CITY ("Contract for Construction") to perform the construction services required to complete the Project.
- 1.15 DEPARTMENT DIRECTOR: The Capital Projects Director for the City of Fort Lauderdale.
- 1.16 ERROR: A mistake in design, plans and/or specifications that incorporates into those documents an element that is incorrect and is deficient from the standard of care that a professional engineer in similar circumstances, working on a similar project and location would have exercised. Also includes mistakes in design, plans, specifications and/or shop drawings review that lead to materials and/or equipment being ordered and/or delivered where additional costs are incurred.
- 1.17 FINAL STATEMENT OF PROBABLE CONSTRUCTION COSTS: A final cost estimate prepared by CONSULTANT during the Final Design Phase of the Project, based upon the final detailed Construction Documents of the Project.
- 1.18 NOTICE TO PROCEED: A written Notice to Proceed with the Project issued by the Contract Administrator.
- 1.19 OMISSION: A scope of work missed by CONSULTANT that is necessary for the Project, including

a quantity miscalculation, which was later discovered and added by Change Order and which is deficient from the standard of care that a professional engineer in similar circumstances, working on a similar project and location would have exercised. Also includes design that was wrong, but was corrected after award to the Contractor, but before the construction process was materially affected.

- 1.20 ORIGINAL CONTRACT PRICE: The original bid and/or contract price as awarded to a Contractor based upon CONSULTANT's final detailed Construction Documents of the Project.
- 1.21 PLANS AND SPECIFICATIONS: The documents setting forth the final design plans and specifications of the Project, including architectural, civil, structural, mechanical, electrical, communications and security systems, materials, lighting equipment, site and landscape design, and other essentials as may be appropriate, all as approved by CITY as provided in this Agreement.
- 1.22 PRELIMINARY PLANS: The documents prepared by CONSULTANT consisting of preliminary design drawings, renderings and other documents to fix and describe the size and character of the entire Project, and the relationship of Project components to one another and existing features.
- 1.23 PROJECT: An agreed scope of work for accomplishing a specific plan or development. This may include, but is not limited to, planning, architectural, engineering, and construction support services. The services to be provided by CONSULTANT shall be as defined in this Agreement and further detailed in Task Orders for individual projects or combinations of projects. The Project planning, design and construction may occur in separate phases and Task Orders at the CITY's discretion.
- 1.24 RESIDENT PROJECT REPRESENTATIVE: Individuals or entities selected, employed, compensated by and directed to perform services on behalf of CITY, in monitoring the Construction Phase of the Project to completion.
- 1.25 SPECIFICATIONS: The specifications referred to in this Agreement are the CONSTRUCTION STANDARDS AND SPECIFICATIONS, Office of the City Engineer, City of Fort Lauderdale, January 1982, including any revisions.
- 1.26 SUBCONTRACTOR/SUBCONSULTANT: A person or an entity that provides labor, supplies, or services to or for a contractor in exchange for salary, wages, or other remuneration, as defined in Section 448.095, Florida Statutes (2025).
- 1.27 SUBSTANTIAL COMPLETION: The CITY will consider the work substantially complete when the Consultant submits nearly 100% complete of major deliverables (i.e. Drawings, Specifications, Reports, Renderings) as described in this Agreement to the satisfaction of the City.
- 1.28 TIME OF COMPLETION: Time in which the entire work shall be completed for this Agreement.

ARTICLE 2 PREAMBLE

In order to establish the background, context and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties hereto, the following statements,

representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions of this Agreement which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

- 2.1 Pursuant to Section 287.055, Florida Statutes (2025), as may be amended or revised, CITY formed a Committee to evaluate CONSULTANT's statement of qualifications and performance data to ensure that CONSULTANT met the requirements of the Consultants' Competitive Negotiation Act, as set forth in Section 287.055, Florida Statutes (2025), as may be amended or revised and selected CONSULTANT to perform services hereunder.

ARTICLE 3 SCOPE OF SERVICES

- 3.1 The CONSULTANT shall perform the following professional services: Professional Design Services for Emergency Operations Center, as more specifically described in Exhibit "A," Scope of Services, attached hereto and incorporated herein. CONSULTANT shall provide all services set forth in Exhibit "A" including all necessary, incidental and related activities and services required by the Scope of Services and contemplated in CONSULTANT's level of effort. CONSULTANT will perform the Services in accordance with standard industry practices, with the care, knowledge and skill expected of similar engineering firms. No other warranties, express or implied are made or intended.
- 3.2 CITY and CONSULTANT acknowledge that the Scope of Services does not delineate every detail and minor work tasks required to be performed by CONSULTANT to complete the Project. If, during the course of the performance of the services included in this Agreement, CONSULTANT determines that work should be performed to complete the Project which is in CONSULTANT's opinion, outside the level of effort originally anticipated, whether or not the Scope of Services identifies the work items, CONSULTANT shall notify Contract Administrator and obtain written approval by the CITY in a timely manner before proceeding with the work. Notice to Contract Administrator does not constitute authorization or approval by CITY to perform the work. The CITY shall not pay for any work that is not approved by the Contract Administrator in writing. If CONSULTANT proceeds with said work without notifying the Contract Administrator, said work shall be deemed to be within the original level of effort, whether specifically addressed in the Scope of Services, and at CONSULTANT's sole risk.
- 3.3 CITY and CONSULTANT acknowledge that Basic Services described in Exhibit "A" are included in the fee agreed upon. The CITY and CONSULTANT may negotiate additional scopes of services, compensation, time of performance and other related matters for future phases of Project. If CITY and CONSULTANT cannot contractually agree, CITY shall have the right to immediately terminate negotiations at no cost to CITY and procure services for future Project phases from another source.

ARTICLE 4 GENERAL PROVISIONS

- 4.1 Negotiations pertaining to the rates for professional services to be performed by CONSULTANT have been undertaken between CONSULTANT and CITY representatives pursuant to Section 287.055, Florida Statutes (2025), as may be amended or revised, and this Agreement incorporates the results of such negotiation.
- 4.2 CONSULTANT shall include CITY's specific agreement number and title as part of the heading

on all correspondence, invoices and drawings. All correspondence shall be directed specifically to the Contract Administrator.

ARTICLE 5 PRIORITY OF PROVISIONS

- 5.1 The Contract Documents are intended to include all items necessary for the proper execution and completion of the work by CONSULTANT. Any labor, services, materials, supplies, equipment or documentation that may reasonably be inferred from the Contract Documents or trade usage from prevailing custom as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to CITY. The Contract Documents are complementary, and wherever possible the provisions of the Contract Documents shall be construed in such manner as to avoid conflicts between provisions of the various Contract Documents. In the event of any inconsistency in the Contract Documents, where such inconsistency is not clarified by change order, addendum or amendment, the Contract Documents shall be construed according to the following priorities:

First priority: Approved and fully executed Change Orders, Addenda or Amendments to all related documents.

Second priority: Specifications (quality) and Drawings (location and quantity) of CONSULTANT.

Third priority: This Agreement.

Fourth priority: City of Fort Lauderdale Request for Qualifications No. RFQ 536-1.

Fifth priority: CONSULTANT's response to City of Fort Lauderdale RFQ Event No. RFQ 536-1.

- 5.2 Anything shown on the drawings and not mentioned in the specifications, shall have the same effect as if shown or mentioned respectively in both. In the event of a conflict among the Contract Documents, the latest, most stringent, and more technical requirement(s), including, but not limited to, issues of quantities or cost of the Work shall control.

Reference to standard specifications, manuals, rules, regulations, ordinances, laws or codes of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, rule, regulation, ordinance, law or code in effect at the time of permit submittal.

ARTICLE 6 TERM OF AGREEMENT; TIME FOR PERFORMANCE

- 6.1 CONSULTANT shall perform the basic services described in Exhibit "A". The Project Activities and Time Schedule shall be automatically incorporated into this Agreement. Said time periods shall commence from the date of the Notice to Proceed for such services.
- 6.2 Prior to beginning the performance of any services under this Agreement, CONSULTANT must receive a Notice to Proceed. CONSULTANT must receive written approval from the Contract Administrator prior to beginning the performance of services in any subsequent phases of the Agreement. Prior to granting approval for CONSULTANT to proceed to a subsequent phase, the Contract Administrator may, at his or her sole option, require CONSULTANT to submit itemized deliverables for the Contract Administrator's review.

- 6.3 In the event CONSULTANT is unable to complete the above services because of delays resulting from untimely review by CITY or other governmental authorities having jurisdiction over the Project, and such delays are not the fault of CONSULTANT, or because of delays which were caused by factors outside the control of CONSULTANT, CITY shall grant a reasonable extension of time for completion of the services and shall provide reasonable compensation, if appropriate. It shall be the responsibility of the CONSULTANT to notify CITY promptly in writing whenever a delay in approval by a governmental agency is anticipated or experienced, and to inform CITY of all facts and details related to the delay.
- 6.4 In the event Contractor fails to substantially complete the Project on or before the substantial completion date specified in the project schedule with CITY or if Contractor is granted an extension of time beyond said substantial completion date, and CONSULTANT's services are extended beyond the substantial completion date, through no fault of CONSULTANT, CONSULTANT shall be compensated in accordance with Article 7 for all services rendered by CONSULTANT beyond the substantial completion date.
- 6.5 The term of this Agreement shall be limited to the time duration required to complete the basic services of the aforementioned project and any additional project related for additional services.

ARTICLE 7 COMPENSATION AND METHOD OF PAYMENT

7.1 AMOUNT AND METHOD OF COMPENSATION

7.1.1 Not-To-Exceed Amount Compensation

CITY agrees to pay CONSULTANT as compensation for performance of basic services as related to Exhibit "A" required under the terms of this Agreement up to a Not-to-Exceed Amount of **NINE HUNDRED TWENTY-EIGHT THOUSAND THREE HUNDRED AND FOUR DOLLARS AND NINETY-TWO CENTS (\$928,304.92)**. It is agreed that the method of compensation is that of "Not-to-Exceed Amount" which means that CONSULTANT shall perform all services set forth in Exhibit "A" for total compensation in the amount of or less than that stated above. Compensation to be in accordance with the Cost Schedule and hourly billing rate schedule shown in Exhibit "B."

Except as required and provided for by the Florida Local Government Prompt Payment Act, CITY shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Consultant waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

A not-to-exceed proposal shall be accompanied by the CONSULTANT's estimate. The estimate shall detail the direct labor costs by categories of employees, work hours, and hourly rate; overhead; direct non-salary expenses and profit.

7.2 METHOD OF BILLING

7.2.1 Not-To-Exceed Amount Compensation

CONSULTANT shall submit billings, which are identified by the specific project number and

title in a timely manner for all salary costs attributable to the Project. These billings shall identify the nature of the work performed for each phase, subtask, deliverable and item identified in the Exhibit "A" Scope of Services, the total hours of work performed and the employee category of the individuals performing same. The statement shall show a summary of salary costs with accrual of the total and credits for portions paid previously. Subconsultant fees must be documented by copies of invoices or receipts, which describe the nature of the expenses and contain a project number, title, or other identifier, which clearly indicates the expense, as identifiable to the Project. Except for meals and travel expenses, it shall be deemed unacceptable for CONSULTANT to modify the invoice or receipt by adding a project number, title or other identifier. Internal expenses must be documented by appropriate CONSULTANT's cost accounting forms with a summary of charges by category. When requested, CONSULTANT shall provide backup for past and current invoices that records hours and salary costs by employee category and subconsultant fees on a task basis, so that total hours and costs by task may be determined.

7.3 REIMBURSABLES

7.3.1 Direct non-salary expenses, entitled Reimbursables, directly attributable to the Project will be charged at actual cost. Reimbursable expenses are in addition to the compensation for basic services and include actual expenditures made by the CONSULTANT and the CONSULTANT's employees directly attributable to the Project and will be charged at actual cost, without reference to the professional service fees above. CITY shall not withhold retainage from payments for Reimbursable Expenses. CONSULTANT shall be compensated for Reimbursables associated with this agreement only up to the Not-to-Exceed Amount of **zero dollars (\$0)**. Any reimbursable or portion thereof which, when added to the Reimbursables related to this agreement previously billed, exceeds the amount allocated above for this agreement shall be the responsibility of the CONSULTANT unless otherwise agreed to in writing by the Contract Administrator. Travel and subsistence expenses for the CONSULTANT, his staff and subconsultants and communication expenses, long distance telephone, courier and express mail between CONSULTANT's and subconsultants' various offices are not reimbursable under this Agreement. Reimbursables shall include only the following listed expenses:

- A. Cost of reproduction, postage and handling of drawings and specifications which are required to deliver services set forth in this Agreement, excluding reproductions for the office use of the CONSULTANT. Reimbursable printing and photocopying expenses shall include only those prints or photocopies of original documents which are (i) exchanged among CONSULTANT, CITY and other third parties retained or employed by any of them or (ii) submitted to CITY for review, approval or further distribution. Documents, which are reproduced for CONSULTANT's internal drafts, reviews, or other purposes, are not eligible for reimbursement.
- B. Identifiable testing costs and special inspections approved by Contract Administrator.
- C. All permit fees paid to regulatory agencies for approvals directly attributable to the Project. These permit fees do not include those permits required for the construction Contractor.
- D. Overnight Delivery/Courier Charges (when CITY requires/requests this service).

- 7.3.2 Reimbursable subconsultant expenses are limited to the items described above when the subconsultant agreement provides for reimbursable expenses. A detailed statement of expenses must accompany any request for reimbursement. Travel to and from the Project site or within the Tri-County Area will not be reimbursed.
- 7.3.3 It is acknowledged and agreed to by CONSULTANT that the dollar limitation set forth in this section is a limitation upon, and describes the maximum extent of CITY's obligation to reimburse CONSULTANT for direct, non-salary expenses, but does not constitute a limitation, of any sort, upon CONSULTANT's obligation to incur such expenses in the performance of services hereunder. If CITY or Contract Administrator requests CONSULTANT to incur expenses not contemplated in the amount for Reimbursables, CONSULTANT shall notify Contract Administrator in writing before incurring such expenses. Any such expenses shall be reviewed and approved by CITY prior to incurring such expenses.

METHOD OF PAYMENT

- 7.4.1 CITY shall pay CONSULTANT in accordance with the Florida Prompt Payment Act. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by Contract Administrator.
- 7.4.2 CITY will review CONSULTANT's invoices and, if inaccuracies or errors are discovered in said invoice, CITY will inform CONSULTANT within ten (10) working days by mail and/or by email of such inaccuracies or errors and request that revised copies of all such documents be re-submitted by CONSULTANT to CITY.
- 7.4.3 Payments are scheduled to be made by CITY to CONSULTANT using a credit card/CITY Procurement Card (P-Card).

Payment Card Industry (PCI) Compliance: CONSULTANT agrees to comply with all applicable state, federal and international laws, as well as industry best practices, governing the collection, access, use, disclosure, safeguarding and destruction of Protected Information. CONSULTANT and/or any subcontractor that handles credit card data must be, and remain, PCI compliant under the current standards and will provide documentation confirming compliance upon request by the CITY. Failure to produce documentation could result in termination of the Agreement.

ARTICLE 8 AMENDMENTS AND CHANGES IN SCOPE OF SERVICES

- 8.1 No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written Amendment prepared with the same formality as this Agreement and executed by the CITY and CONSULTANT.
- 8.2 CITY or CONSULTANT may request changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement. Such changes must be contained in a written amendment, executed by the Parties hereto, with the same formality and of equal dignity herewith, prior to any deviation from the terms of the Agreement including the initiation of any additional services. CITY shall compensate CONSULTANT for such additional services as provided in Article 7.

- 8.3 In the event a dispute between the Contract Administrator and CONSULTANT arises over whether requested services constitute additional services and such dispute cannot be resolved by the Contract Administrator and CONSULTANT, such dispute shall be promptly presented to the City Manager for resolution. The City Manager's decision shall be final and binding on the Parties for amounts in the aggregate under \$100,000. In the event of a dispute in an amount over \$100,000, the Parties agree to use their best efforts to settle such dispute. To this effect, they shall consult and negotiate with each other, in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both Parties. If they do not reach such solution within a period of sixty (60) days, then upon notice to the other, either Party may commence litigation to resolve the dispute in Broward County, Florida. Any resolution shall be set forth in a written document in accordance with Section 8.2 above. During the pendency of any dispute, CONSULTANT shall promptly perform the disputed services.

ARTICLE 9 CONSULTANT'S RESPONSIBILITIES

The CONSULTANT, following the CITY's approval of the Construction Documents and of the Final Statement of Probable Construction Costs, shall, when so directed and authorized by the CITY, assist the CITY in estimating construction costs, reviewing proposals, and assist in awarding contracts for construction. If requested, CONSULTANT shall review and analyze the proposals received by the CITY and shall make a recommendation for any award based on the City of Fort Lauderdale Procurement Ordinance.

- 9.2 Estimates, opinions of probable construction or implementation costs, financial evaluations, feasibility studies or economic analyses prepared by CONSULTANT will represent its best judgment based on its experience and available information. The CITY recognizes that CONSULTANT has no control over costs of labor, materials, equipment or services furnished by others or over market conditions or CONSULTANT's methods of determining prices, and that any evaluation of a facility to be constructed or work to be performed is speculative. Accordingly, CONSULTANT does not guarantee that proposals, bids or actual costs will not vary from opinions, evaluations or studies submitted by CONSULTANT.
- 9.3 Should the low or lowest responsive, responsible proposal exceed the Final Statement of Probable Construction Costs by ten percent (10%) or more, CONSULTANT shall, at the CITY's direction, redesign each Project and/or work with the CITY to reduce the costs to within the Final Statement of Probable Construction Costs at no additional expense to the CITY. In such a circumstance, the CITY may at its sole discretion, exercise any one or more of the following options:
- CONSULTANT shall be required to amend at the sole cost and expense of CONSULTANT, the Construction Drawings, Technical Specifications and Supplemental Conditions to enable the project to conform to a maximum of ten percent (10%) above the Estimated Construction Costs of the Project, such amendments to be subject to the written final acceptance and approval of same by the CITY;
 - CONSULTANT shall be required to provide at the cost and expense of CONSULTANT re-bidding services and related items (including costs associated with regulatory review and approval of revised documents) as many times as requested by the CITY until the base bid of at least one "best value" bid falls within the factor of ten percent (10%) of the Estimated Construction Cost of the Project;

- The CITY may approve an increase in the Estimated Construction Cost of the Project;
- The CITY may reject all bids or proposals and may authorize re-bidding;
- The CITY may if permitted, approve a renegotiation of the Project within a reasonable time;
- The CITY may abandon the project and terminate CONSULTANT's work authorization and Services for the Project; or
- The CITY may select as many deductive alternatives as may be necessary to bring the award within ten percent (10%) of the Estimated Construction Costs of the Project.

It is expressly understood and agreed that the redesigning services required to keep the Project within ten percent (10%) of the Estimated Construction Cost shall not be considered additional services and CONSULTANT agrees that it shall not seek compensation from the CITY for such Services.

- 9.4 The CONSULTANT may be requested to provide the CITY with a list of recommended, prospective proposers.
- 9.5 The CONSULTANT may be asked to attend all pre-bid/proposal conferences.
- 9.6 The CONSULTANT shall recommend any addenda, through the Contract Administrator, as appropriate to clarify, correct, or change proposal/bid documents.
- 9.7 If pre-qualification of proposers is required as set forth in the request for qualification, CONSULTANT shall assist the CITY, if requested, in developing qualification criteria, review qualifications and recommending acceptance or rejection of the proposers. If requested, CONSULTANT shall evaluate responses and respondents and make recommendations regarding any award by the CITY.
- 9.8 The CITY shall make decisions on claims regarding interpretation of the Construction Documents, and on other matters relating to the execution and progress of the work after receiving a recommendation from CONSULTANT. CONSULTANT may also assist in approving progress payments to the Contractor based on each Project Schedule of Values and the percentage of work completed.
- 9.9 The CITY shall maintain a record of all Change Orders which shall be categorized according to the various types, causes, etc. that it may be determined are useful or necessary for its purpose. Among those shall be Change Orders identified as architectural/engineering Errors or Omissions.
 - 9.9.1 Unless otherwise agreed by both Parties in writing, it is specifically agreed that any change to the work identified as an Error or Omission on the part of CONSULTANT shall be considered for purposes of this Agreement to be an additional cost to the CITY which would not be incurred without the Error or Omission. Errors or Omissions on the part of the CONSULTANT shall be rectified by the CONSULTANT with no additional cost to the CITY.
 - 9.9.2 Unless otherwise agreed by both Parties in writing, it is further specifically agreed for purposes of this Agreement that fifteen percent (15%) of the cost of Change Orders for any

item categorized as an Omission shall be considered an additional cost to the CITY which would not be incurred without the Omission. So long as the total of those two numbers (Change Order costs of Errors plus fifteen percent (15%) of Omissions) remains less than two percent (2%) of the total Construction Cost of the Project, the CITY shall not look to CONSULTANT for reimbursement for Errors and Omissions.

- 9.9.3 Should the sum of the two as defined above (cost of Errors plus fifteen percent (15%) of the cost of Omissions) exceed two percent (2%) of the Construction Cost, the CITY shall recover the full and total additional cost to the CITY as a result of CONSULTANT's Errors and Omissions from CONSULTANT, that being defined as the cost of Errors plus fifteen percent (15%) of the cost of Omissions above two percent (2%) of the Construction Cost.
- 9.9.4 To obtain such recovery, the CITY shall deduct from CONSULTANT's fee a sufficient amount to recover all such additional cost to the CITY.
- 9.9.5 In executing this Agreement, CONSULTANT acknowledges acceptance of these calculations and to the CITY's right to recover same as stated above. The recovery of additional costs to the CITY under this paragraph shall not limit or preclude recovery for other separate and/or additional damages which the CITY may otherwise incur.
- 9.9.6 The Contract Administrator's decision as to whether a Change Order is caused by an Error or caused by an Omission, taking into consideration industry standards, shall be final and binding on both Parties for amounts in the aggregate under \$100,000 per project, subject to Section 9.3. In the event of a dispute in an amount over \$100,000, the Parties agree to use their best efforts to settle such dispute. To this effect, they shall consult and negotiate with each other, in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both Parties. If they do not reach such solution within a period of sixty (60) days, then upon notice to the other, either Party may commence litigation to resolve the dispute in Broward County, Florida.

ARTICLE 10 CITY'S RESPONSIBILITIES

CITY shall assist CONSULTANT by placing at CONSULTANT's disposal, all information CITY has available pertinent to the Project including previous reports and any other data relative to design or construction of the Project.

- 10.2 CITY shall arrange for access to, and make all provisions for, CONSULTANT to enter upon public and private property as required for CONSULTANT to perform its services.
- 10.3 CITY shall review the itemized deliverables/documents identified per Exhibit A.
- 10.4 CITY shall give prompt written notice to CONSULTANT whenever CITY observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT's services or any defect in the work of the CONSULTANT.

ARTICLE 11 MISCELLANEOUS

11.1 OWNERSHIP OF DOCUMENTS

All documents including, but not limited to, drawings, renderings, models, and specifications prepared or furnished by CONSULTANT, its dependent professional associates and consultants, pursuant to this Agreement shall be owned by the CITY.

Drawings, specifications, designs, models, photographs, reports, surveys and other data prepared in connection with this Agreement are and shall remain the property of the CITY whether the Project for which they are made is executed or not, and are subject to reuse by the CITY in accordance with Section 287.055(10), Florida Statutes (2025), as may be amended or revised. They are not intended or represented to be suitable for reuse by the CITY or others on extensions of this Project or on any other project without appropriate verification or adaptation. Any reuse, except for the specific purpose intended hereunder, will be at the CITY's sole risk and without liability or legal exposure to CONSULTANT or its subconsultants. This does not, however, relieve CONSULTANT of liability or legal exposure for errors, omissions, or negligent acts made on the part of CONSULTANT in connection with the proper use of documents prepared under this Agreement. Any such verification or adaptation may entitle CONSULTANT to further compensation at rates to be agreed upon by the CITY and CONSULTANT. This shall not limit the CITY's reuse of preliminary or developmental plans or ideas incorporated therein, should the Project be suspended or terminated prior to completion.

TERMINATION

11.2.1 Termination for Cause. It is expressly understood and agreed that the CITY may terminate this Agreement at any time for cause in the event that the CONSULTANT (1) violates any provisions of this Agreement or performs same in bad faith or (2) unreasonably delays the performance of the services or does not perform the services in a timely and satisfactory manner upon written notice to the CONSULTANT. Notice of termination shall be provided in accordance with Section 11.27. In the case of termination by the CITY for cause, the CONSULTANT shall be first granted a 10-working day cure period after receipt of written notice from the CITY. In the event that the Agreement is terminated, the CONSULTANT shall be entitled to be compensated for the services rendered and accepted by the CITY from the date of execution of the Agreement up to the time of termination. Such compensation shall be based on the fee as set forth above, wherever possible. For those portions of services rendered to which the applicable fee cannot be applied, payment shall be based upon the appropriate rates for the actual time spent on the Project. In the event that the CONSULTANT abandons this Agreement or through violation of any of the terms and conditions of this Agreement, causes it to be terminated, CONSULTANT shall indemnify the CITY against any and all loss pertaining to this termination.

All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by CONSULTANT shall become the property of CITY and shall be delivered by CONSULTANT to the CITY within five (5) days of CITY's request. Upon payment of such sum by CITY to CONSULTANT, CITY shall have no further duties or obligations pursuant to or arising from this Agreement.

This Agreement may also be terminated by CITY upon such notice as CITY deems appropriate in the event CITY or Contract Administrator determines that termination is necessary to protect the public health, safety, or welfare.

Notice of termination shall be provided in accordance with Section 11.27, NOTICES, except that Contract Administrator may provide a prior verbal stop work order if the Contract Administrator deems a stop work order of this Agreement in whole or in part is

necessary to protect the public's health, safety, or welfare. A verbal stop work order shall be promptly confirmed in writing as set forth in Section 11.27, NOTICES.

11.2.2 Termination for Convenience. In the event this Agreement is terminated for convenience, CONSULTANT shall be paid for any services performed and accepted by the CITY to the date the Agreement is terminated. Compensation shall be withheld until all documents specified in Section 11.3 of this Agreement are provided to the CITY. Upon being notified of CITY's election to terminate, CONSULTANT shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. Under no circumstances shall CITY make payment for services which have not been performed.

11.2.3 Termination by CONSULTANT. CONSULTANT shall have the right to terminate this Agreement upon substantial breach by the CITY of its obligation under this Agreement as to unreasonable delay in payment or non-payment of undisputed amounts. CONSULTANT shall have no right to terminate this Agreement for convenience of the CONSULTANT.

11.3 AUDIT RIGHT AND RETENTION OF RECORDS

CITY shall have the right to audit the books, records, and accounts of CONSULTANT that are related to this Project. CONSULTANT shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project.

CONSULTANT shall preserve and make available, at reasonable times and upon prior written notice for examination and audit by CITY all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by CITY to be applicable to CONSULTANT's records, CONSULTANT shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONSULTANT. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CITY's disallowance and recovery of any payment upon such entry.

11.4 NON-DISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND AMERICANS WITH DISABILITIES ACT

CONSULTANT shall not unlawfully discriminate against any person in its operations and activities in its use or expenditure of the funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded in whole or in part by CITY, including Titles I and II of the ADA (regarding nondiscrimination or the basis of disability), and all applicable regulations, guidelines, and standards.

CONSULTANT's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully or appropriately used as a basis for service delivery.

CONSULTANT shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, or physical or mental disability. In addition, CONSULTANT shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

CONSULTANT shall take affirmative action to ensure that applicants are employed, and employees are treated without regard to race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, or physical or mental disability during employment. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

11.5 MINORITY PARTICIPATION

The CONSULTANT shall make a good faith effort to help the CITY maintain and encourage Disadvantaged Business Enterprise (DBE) participation levels consistent with such historical levels and market conditions. The CONSULTANT may be required to document all such efforts and supply the CITY with this documentation at the end of the Project, or in cases where projects are longer than one year, each CITY fiscal year.

11.6 PUBLIC ENTITY CRIMES ACT

In accordance with the Public Crimes Act, Section 287.133, Florida Statutes (2025), as may be amended or revised, a person or affiliate who is a contractor, consultant or other provider, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the CITY, may not submit a bid on a contract with the CITY for the construction or repair of a public building or public work, may not submit bids on leases of real property to the CITY, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with the City, and may not transact any business with the CITY in excess of the threshold amount provided in Section 287.017, Florida Statutes (2025), as may be amended or revised, for category two purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section by CONSULTANT shall result in cancellation of the City purchase and may result in CONSULTANT debarment.

11.7 SUBCONSULTANTS

11.7.1 CONSULTANT may subcontract certain items of work to subconsultant. The Parties expressly agree that the CONSULTANT shall submit pertinent information regarding the proposed subconsultant, including subconsultant's scope of work and fees, for review and approval by the CITY prior to subconsultants proceeding with any work.

11.7.2 CONSULTANT shall utilize the subconsultants identified in the proposal that were a material part of the selection of CONSULTANT to provide the services for this Project. CONSULTANT shall obtain written approval of the Contract Administrator prior to changing

or modifying the list of subconsultants submitted by CONSULTANT.

The list of subconsultants submitted is as follows:

CES Consultants, Inc.
Manns Woodward Studios, Inc.
Longitude Surveyors, LLC
Tierra South Florida, Inc.
YA Group

11.8 ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered without the written consent of the other Party, and CONSULTANT shall not subcontract any portion of the work required by this Agreement except as authorized pursuant to Section 11.7.

CONSULTANT represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the Scope of Services and to provide and perform such services to CITY's satisfaction for the agreed compensation.

CONSULTANT shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of CONSULTANT's performance and all interim and final product(s) provided to or on behalf of CITY shall meet or exceed all professional standards of the State of Florida.

11.9 INDEMNIFICATION OF CITY

11.9.1 To the fullest extent provided for by Florida law, the CONSULTANT agrees to protect, reimburse, indemnify and hold harmless the CITY and its officers, agents, employees, elected officials and representatives, from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorney's fees, in connection with or arising directly or indirectly out of the Work agreed to or performed by CONSULTANT under the terms of the Agreement. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.

11.9.2 To the extent considered necessary by the CITY, any sums due the CONSULTANT under this Agreement may be retained by CITY until all of the CITY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by CITY.

11.9.3 CONSULTANT further agrees to hold harmless and indemnify CITY for any fines, citations, court judgments, insurance claims, or restoration costs resulting from CONSULTANT's acts or omissions on the Project, whether or not CONSULTANT was negligent or even knowledgeable of any events precipitating a claim or arising as a result of any situation involving CONSULTANT's activities.

11.9.4 Said indemnification by CONSULTANT shall be extended to include all deliveries, suppliers, materialmen or anyone acting for, or on behalf of, or at the request of CONSULTANT. CONSULTANT recognizes the broad nature of this indemnification and hold harmless clause and voluntarily make this covenant and expressly acknowledges consideration of one hundred dollars (\$100.00) therefore, which amount is incorporated into the GMP, as well as such other good and valuable consideration provided by CITY in support of this indemnification in accordance with the laws of the state of Florida. This clause shall survive termination of this Agreement.

11.10 LIMITATION OF CITY'S LIABILITY

The CITY desires to enter into this Agreement only if in so doing the CITY can place a limit on the CITY's liability for any cause of action arising out of this Agreement, so that the CITY's liability for any breach never exceeds the sum of \$1,000.00. For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the CONSULTANT expresses its willingness to enter into this Agreement with the knowledge that the CONSULTANT's recovery from the CITY to any action or claim arising from the Agreement is limited to a maximum amount of \$1,000.00 less the amount of all funds actually paid by the CITY to the CONSULTANT pursuant to this Agreement. Accordingly, and notwithstanding any other term or condition of this Agreement that may suggest otherwise, the CONSULTANT agrees that the CITY shall not be liable to the CONSULTANT for damages in an amount in excess of \$1,000.00, which amount shall be reduced by the amount actually paid by the CITY to the CONSULTANT pursuant to this Agreement, for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any manner intended either to be a waiver of the limitation placed upon the CITY's liability as set forth in Section 768.28, Florida Statutes (2025), as may be amended or revised, or to extend the CITY's liability beyond the limits established in said Section 768.28 (2025), and no claim or award against the CITY shall include attorney's fees, investigative costs, extended damages, expert fees, suit costs or pre-judgment interest. Notwithstanding the foregoing, the Parties agree and understand that the provisions of this Article 11.10 do not apply to monies owed, if any, for services rendered to CONSULTANT by the CITY under the provisions of this Agreement.

11.11 INSURANCE

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, CONSULTANT shall, at its sole expense, provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of CONSULTANT. CONSULTANT shall provide the CITY a certificate of insurance evidencing such coverage. CONSULTANT's insurance coverage shall be primary insurance for all applicable policies, in respect to the CITY's interests for this Agreement. The limits of coverage under each policy maintained by CONSULTANT shall not be interpreted as limiting CONSULTANT's liability and obligations under this Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, subject to approval by the CITY's Risk Manager.

The coverages, limits, and/or endorsements required herein protect the interests of the CITY, and these coverages, limits, and/or endorsements shall in no way be relied upon by CONSULTANT for assessing the extent or determining appropriate types and limits of coverage to protect CONSULTANT against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the CITY's review or acknowledgement, are not

intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CONSULTANT under this Agreement.

The following insurance policies and coverages are required:

Professional Liability

Coverage must be afforded for Wrongful Acts in an amount not less than \$1,000,000 each claim and \$2,000,000 aggregate.

CONSULTANT must keep the professional liability insurance in force until the third anniversary of expiration or early termination of this Agreement or the third anniversary of acceptance of work by the CITY, whichever is longer, which obligation shall survive expiration or early termination of this Agreement.

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for contractual liability and independent contractors.

The CITY, a Florida municipality, its officials, employees, and volunteers are to be included as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of CONSULTANT. The coverage shall contain no special limitation on the scope of protection afforded to the CITY, its officials, employees, and volunteers.

Insurance Certificate Requirements

- a. CONSULTANT shall provide the CITY with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the start of work contemplated in this Agreement.
- b. CONSULTANT shall provide to the CITY a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of CONSULTANT to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term or any surviving obligation of CONSULTANT following expiration or early termination of the Agreement goes beyond the expiration date of the insurance policy, CONSULTANT shall provide the CITY with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The CITY reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.

- f. The CITY shall be included as an Additional Insured on all liability policies, with the exception of Professional Liability.
- g. The title of the Agreement, Bid/Contract number, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Fort Lauderdale
c/o Procurement Services Department
401 SE 21st Street
Fort Lauderdale, FL 33316

CONSULTANT has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the application of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for including the CITY as an Additional Insured shall be at CONSULTANT's expense.

If CONSULTANT's primary insurance policy/policies do not meet the minimum requirements as set forth in this Agreement, CONSULTANT may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

CONSULTANT's insurance coverage shall be primary insurance in respect to the CITY's interests for this Agreement, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the CITY shall be non-contributory.

Any exclusion or provision in any insurance policy maintained by CONSULTANT that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the Agreement work has been accepted by the CITY, or until this Agreement is terminated, whichever is later. Any lapse in coverage may be considered breach of contract. In addition, CONSULTANT must provide to the CITY confirmation of coverage renewal via an updated certificate of insurance should any policies expire prior to the expiration of this Agreement. The CITY reserves the right to review, at any time, coverage forms and limits of CONSULTANT's insurance policies.

CONSULTANT shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement to CONSULTANT's insurance company or companies and the CITY's Risk Management office as soon as practical.

It is CONSULTANT's responsibility to ensure that any and all of CONSULTANT's independent consultants and subconsultants comply with these insurance requirements. All coverages for independent consultants and subconsultants shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of CONSULTANT. The CITY reserves the right to adjust insurance limits from time to time at its discretion with notice to CONSULTANT.

11.12 REPRESENTATIVE OF CITY AND CONSULTANT

- 11.12.1 The Parties recognize that questions in the day-to-day conduct of the Project will arise. The Contract Administrator, upon CONSULTANT's request, shall advise CONSULTANT

in writing of one (1) or more CITY employees to whom all communications pertaining to the day-to-day conduct of the Project shall be addressed.

11.12.2 CONSULTANT shall inform the Contract Administrator in writing of CONSULTANT's representative to whom matters involving the conduct of the Project shall be addressed.

11.13 ALL PRIOR AGREEMENTS SUPERSEDED

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein; and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

11.14 CONSULTANT'S STAFF

CONSULTANT will provide the key staff identified in its proposal for the Project as long as said key staff are in CONSULTANT's employment.

CONSULTANT will obtain prior written approval of Contract Administrator to change key staff. CONSULTANT shall provide Contract Administrator with such information as necessary to determine the suitability of any proposed new key staff. Contract Administrator will be reasonable in evaluating key staff qualifications.

If Contract Administrator desires to request removal of any of CONSULTANT's staff, Contract Administrator shall first meet with CONSULTANT and provide reasonable justification for said removal.

11.15 INDEPENDENT CONTRACTOR

CONSULTANT is an independent contractor under this Agreement. Services provided by CONSULTANT shall be subject to the supervision of CONSULTANT. In providing the services, CONSULTANT or its agents shall not be acting and shall not be deemed as acting as officers, employees, or agents of the CITY. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of CONSULTANT. The Parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

11.16 THIRD PARTY BENEFICIARIES

Neither CONSULTANT nor CITY intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

11.17 CONFLICTS

Neither CONSULTANT nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONSULTANT's loyal and conscientious exercise of judgment related to its performance under this Agreement.

CONSULTANT agrees that none of its officers or employees shall, during the term of this Agreement, serve as expert witness against CITY in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process, nor shall such persons give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of CITY or in connection with any such pending or threatened legal or administrative proceeding. The limitations of this Section shall not preclude such persons from representing themselves in any action or in any administrative or legal proceeding.

In the event CONSULTANT is permitted to utilize subconsultants to perform any services required by this Agreement, CONSULTANT agrees to prohibit such subconsultants, by written contract, from having any conflicts as within the meaning of this Section.

11.18 CONTINGENCY FEE

CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, the CITY shall have the right to terminate this Agreement without liability at its discretion, or to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

11.19 WAIVER OF BREACH AND MATERIALITY

Failure by CITY to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. CITY and CONSULTANT agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.

11.20 COMPLIANCE WITH LAWS

CONSULTANT shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Agreement.

11.21 SEVERANCE

In the event this Agreement or a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or CONSULTANT elects to terminate this Agreement. The election to terminate this Agreement based upon this provision shall be made within seven (7) days after the findings by the court become final.

11.22 JOINT PREPARATION

Preparation of this Agreement has been a joint effort of CITY and CONSULTANT and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than any other.

11.23 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1-11 of this Agreement shall prevail and be given effect.

11.24 APPLICABLE LAW AND VENUE AND WAIVER OF JURY TRIAL

The Agreement shall be interpreted and construed in accordance with, and governed by, the laws of the state of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claims arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS EITHER PARTY MIGHT HAVE TO A TRIAL BY JURY OF ANY ISSUES RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

11.25 SOLICITATION AND EXHIBITS

The solicitation, CONSULTANT's response to the solicitation and each Exhibit referred to in this Agreement form an essential part of this Agreement. The Exhibits, if not physically attached, should be treated as part of this Agreement, and are incorporated herein by reference.

11.26 ONE ORIGINAL AGREEMENT

This Agreement shall be executed in one (1) signed Agreement, treated as an original.

11.27 NOTICES

Whenever either Party desires to give notice unto the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the Party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving of notice, to-wit:

CITY: Ivey Kearson, Project Manager
101 NE 3rd Avenue, Suite 2100
Fort Lauderdale, Florida 33301
Telephone: (954) 828-5389
E-mail: ikearson@fortlauderdale.gov

With a copy to:
City Manager
City of Fort Lauderdale
401 SE 21st Street
Fort Lauderdale, Florida 33316

and

City Attorney
City of Fort Lauderdale
1 East Broward Boulevard, Suite 1320
Fort Lauderdale, FL 33301

CONSULTANT: Joseph M. Mottola, AIA
Executive Vice President
H2M Architects & Engineers, Inc.
538 Broad Hollow Road, 4th Floor East
Melville, New York 11747
Telephone (866) 970-6535
Email: dpacheco@h2m.com

11.28 ATTORNEY FEES

If CITY or CONSULTANT incurs any expense in enforcing the terms of this Agreement through litigation, the prevailing party in that litigation shall be reimbursed for all such costs and expenses, including but not limited to court costs, and reasonable attorney fees incurred during litigation.

11.29 PERMITS, LICENSES AND TAXES

CONSULTANT shall, at its own expense, obtain all necessary permits and licenses, pay all applicable fees, and pay all applicable sales, consumer, use and other taxes required to comply with local ordinances, state and federal law. CONSULTANT is responsible for reviewing the pertinent state statutes regarding state taxes and for complying with all requirements therein. Any change in tax laws after the execution of this Agreement will be subject to further negotiation and CONSULTANT shall be responsible for complying with all state tax requirements.

11.30 ENVIRONMENTAL, HEALTH AND SAFETY

CONSULTANT shall maintain a safe working environment during performance of the work. CONSULTANT shall comply, and shall secure compliance by its employees, agents, and subconsultants, with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of CONSULTANT. CONSULTANT shall be responsible for

examining all requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the work. CONSULTANT agrees to utilize protective devices as required by applicable laws, regulations, and any industry or CONSULTANT's health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

11.31 STANDARD OF CARE

CONSULTANT represents that it is qualified to perform the work, that CONSULTANT and its subconsultants possess current, valid state and/or local licenses to perform the Work, and that their services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other qualified consultants under similar circumstances.

11.32 TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Agreement by CONSULTANT shall act as the execution of a Truth-in-Negotiation Certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums, by which the CITY determines that contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments must be made within one (1) year following the end of the contract.

11.33 EVALUATION

The CITY maintains the right to periodically review the performance of the CONSULTANT. This review will take into account the timely execution of Task Orders, the quality of the work performed, the cost to the CITY and the good faith efforts made by the CONSULTANT to maintain DBE participation in CITY projects, when applicable. Any deficiencies in performance will be described in writing and an opportunity afforded, where practicable, for the CONSULTANT to address and/or remedy such deficiencies.

11.34 STATUTORY COMPLIANCE

CONSULTANT shall prepare all documents and other materials for the Project in accordance with all applicable rules, laws, ordinances and governmental regulations of the State of Florida, Broward County, the City of Fort Lauderdale, Florida, and all governmental agencies having jurisdiction over the services to be provided by CONSULTANT under this Agreement or over any aspect or phase of the Project.

11.35 PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), affirmed, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the CONSULTANT certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes (2025), as may be amended or revised, and that it does not have business operations in Cuba or Syria, as provided in Section 287.135, Florida Statutes (2025), as may be amended or revised.

The CONSULTANT also certifies that it is not participating in a boycott of Israel, as provided in Section 287.135, Florida Statutes (2025), as may be amended or revised. The CITY may terminate this Agreement at the CITY's option if the CONSULTANT is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2025), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List, or been placed on a list created pursuant to Section 215.473, Florida Statutes (2025), as may be amended or revised, relating to scrutinized active business operations in Iran, or been placed on the Scrutinized Companies or Other Entities that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2025), as may be amended or revised, or is engaged in a boycott of Israel, or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2025), as may be amended or revised. In addition, if the CONSULTANT is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2025), as may be amended or revised, the CONSULTANT may be subject to such penalties as provided in Section 287.135, Florida Statutes (2025), as may be amended or revised.

11.36 PUBLIC RECORDS

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, 1 EAST BROWARD BOULEVARD, SUITE 444, FORT LAUDERDALE, FLORIDA, 33301, PHONE: 954-828-5002, EMAIL: PRRCONTRACT@FORTLAUDERDALE.GOV.

CONSULTANT shall:

1. Keep and maintain public records required by the CITY in order to perform the service.
2. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2025), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this Agreement if CONSULTANT does not transfer the records to the CITY.
4. Upon completion of the Agreement, transfer, at no cost to the CITY, all public records in possession of CONSULTANT or keep and maintain public records required by the CITY to perform the service. If CONSULTANT transfers all public records to the CITY upon completion of this Agreement, CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONSULTANT keeps and maintains public records upon completion of this Agreement, CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the City.

11.37 INTELLECTUAL PROPERTY

CONSULTANT shall protect and defend at CONSULTANT's expense, counsel being subject to the CITY's approval, and indemnify and hold harmless the CITY from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, royalties, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any infringement or allegation of infringement of any patent, copyright, or other intellectual property right in connection with the CONSULTANT's or the CITY's use of any copyrighted, patented or un-patented invention, process, article, material, or device that is manufactured, provided, or used pursuant to this Agreement. If the CONSULTANT uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid/proposal prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

11.38 RIGHTS IN DOCUMENTS AND WORK

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of CITY; and CONSULTANT disclaims any copyright in such materials. In the event of and upon termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by CONSULTANT, whether finished or unfinished, shall become the property of CITY and shall be delivered by CONSULTANT to the CITY's Contract Administrator within seven (7) days of termination of this Agreement by either Party. Any compensation due to CONSULTANT shall be withheld until CONSULTANT delivers all documents to the CITY as provided herein.

11.39 REPRESENTATION OF AUTHORITY

Each individual executing this Agreement on behalf of a Party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such Party and does so with full legal authority.

11.40 NON-DISCRIMINATION

The CONSULTANT shall not, in any of its activities, including employment, discriminate against any individual on the basis of race, color, national origin, age, disability, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, marital status or any other protected classification as defined by applicable law.

1. The CONSULTANT certifies and represents that it will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, as may be amended or revised, ("Section 2-187").
2. The failure of the CONSULTANT to comply with Section 2-187 shall be deemed to be a material breach of the Agreement, entitling the CITY to pursue any remedy stated below or any remedy provided under applicable law.
3. The CITY may terminate this Agreement if the CONSULTANT fails to comply with Section 2-187.
4. The CITY may retain all monies due or to become due until the CONSULTANT complies with Section 2-187.

5. The CONSULTANT may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

11.41 E-VERIFY

As a condition precedent to the effectiveness of this Agreement, pursuant to Section 448.095, Florida Statutes (2025), as may be amended or revised, the CONSULTANT and its subconsultants shall register with and use the E-Verify system to electronically verify the employment eligibility of newly hired employees.

1. The CONSULTANT shall require each of its subconsultants, if any, to provide the CONSULTANT with an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an unauthorized alien. The CONSULTANT shall maintain a copy of the subconsultant's affidavit for the duration of this Agreement and in accordance with the public records requirements of this Agreement.
2. The CITY, the CONSULTANT, or any subconsultant who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Florida Statutes (2025), as may be amended or revised, shall terminate the Agreement with the person or entity.
3. The CITY, upon good faith belief that a subconsultant knowingly violated the provisions of Section 448.095(5), Florida Statutes (2025), as may be amended or revised, but that the CONSULTANT otherwise complied with Section 448.095(5), Florida Statutes (2025), as may be amended or revised, shall promptly notify CONSULTANT and order the CONSULTANT to immediately terminate the contract with the subconsultant, and the CONSULTANT shall comply with such order.
4. An Agreement terminated under Sections 448.095(5)(c)1. or 2., Florida Statutes (2025), as may be amended or revised, is not a breach of contract and may not be considered as such. If the CITY terminates this Agreement under Section 448.095(5)(c), Florida Statutes (2025), as may be amended or revised, the CONSULTANT may not be awarded a public contract for at least one year after the date on which the Agreement was terminated. The CONSULTANT is liable for any additional costs incurred by the CITY as a result of termination of this Agreement.
5. CONSULTANT shall include in each of its subcontracts, if any, the requirements set forth in this Section, including this subparagraph, requiring any and all subconsultants, as defined in Section 448.095(1)(e), Florida Statutes (2025), as may be amended or revised, to include all of the requirements of this Section—in its subcontracts. CONSULTANT shall be responsible for compliance by any and all subconsultants, as defined in Section 448.095(1)(e), Florida Statutes (2025), as may be amended or revised, with the requirements of Section 448.095, Florida Statutes (2025), as may be amended or revised.

11.42 ANTI-HUMAN TRAFFICKING

As a condition precedent to the effectiveness of this Agreement, the CONSULTANT shall provide the City with an affidavit signed by an officer or representative of the CONSULTANT under penalty of perjury attesting that the CONSULTANT does not use coercion for labor or services as defined

in Section 787.06, Florida Statutes as may be amended or revised.

11.43 FOREIGN COUNTRIES OF CONCERN

As a condition precedent to the effectiveness of this Agreement, the CONSULTANT shall provide the CITY with an affidavit signed by an officer or representative of the CONSULTANT under penalty of perjury attesting that the CONSULTANT does not meet any of the criteria in paragraphs (2)(a)-(c) of Section 287.138, Florida Statutes (2025), as may be amended or revised.

[THIS SPACE WAS INTENTIONALLY LEFT BLANK]

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

CITY

CITY OF FORT LAUDERDALE, a Florida municipality

By: _____
CHRISTOPHER COOPER
Acting City Manager

Date: _____

ATTEST:

By: _____
DAVID R. SOLOMAN
City Clerk

Approved as to Legal Form and correctness:
SHARI L. McCARTNEY, City Attorney

By: _____
RHONDA MONTOYA HASAN
Senior Assistant City Attorney

CONSULTANT

WITNESSES:

H2M ARCHITECTS & ENGINEERS, INC., a
Foreign corporation

Signature

By: _____
Joseph M. Mottola, Executive Vice President

Print Name

Signature

Print Name

(CORPORATE SEAL)

STATE OF _____:

COUNTY OF _____:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2026, by Joseph M. Mottola as the Executive Vice President for H2M ARCHITECTS & ENGINEERS, INC., a Foreign corporation.

[SEAL]

Notary Public, State of _____
(Signature of Notary Public)

(Print, Type, or Stamp Commissioned Name
of Notary Public)

Personally Known ____ OR Produced Identification ____

Type of Identification Produced _____

EXHIBIT A

SCOPE OF SERVICES

The CONSULTANT shall provide professional architectural, engineering, surveying, geotechnical, cost estimating, permitting, and bidding services for the development of Phase I design services for a new stand-alone hurricane safe room and associated generator improvements at the City's Emergency Operations Center, located at 2200 Executive Airport Way, Fort Lauderdale, Florida 33309. The Phase I design effort shall result in Construction Documents suitable for solicitation of bids for construction in Phase II. The project shall include a FEMA P-361-compliant hurricane safe room intended to provide near-absolute protection for approximately 300 EOC personnel against wind events up to 250 MPH, and backup power improvements including a 500-kW diesel generator protected against 500-year flood events with rated enclosure, or appropriately sized alternative, automatic transfer switch, wind-rated enclosure, fuel tank, concrete pad, and required electrical connections.

The CONSULTANT shall perform its services consistent with the professional standard of care, coordinate its services with the City and applicable stakeholders, research applicable design criteria, attend project meetings, communicate with members of the project team, report progress to the City, and coordinate the work of its subconsultants. The CONSULTANT shall also coordinate with governmental authorities and entities providing utility services, respond to applicable design requirements imposed by those authorities and entities, and assist the City in connection with filings and approvals required by authorities having jurisdiction, except for permits or approvals that are the responsibility of others.

I. GENERAL REQUIREMENTS

A. Design Standards

The CONSULTANT shall be solely responsible for determining the standards the work shall meet and obtain all the requisite regulatory approvals. The design shall include, but is not limited to, the plans and specifications, which describe all systems, elements, details, components, materials, equipment, and any other information necessary for construction. The design shall be accurate, coordinated between disciplines, and in all respects, adequate for construction, and shall be in conformity, and compliance, with all applicable laws, codes, permits, and regulations.

B. Quality Control

The CONSULTANT is responsible for the quality control (QC) of their work and of its subconsultants. The CONSULTANT shall provide to the City the list of subconsultants which shall be used for this project. This list shall not be changed without prior approval of the CITY. All subconsultant documents and submittals shall be submitted directly to the CONSULTANT for their independent QC review. The City shall only accept submittals for review and action from the CONSULTANT.

The CONSULTANT shall be responsible for the professional quality, technical accuracy, and coordination of all pre-design services, designs, drawings, specifications, and other services furnished by the CONSULTANT and their sub-consultant(s). It is the CONSULTANT's responsibility to independently and continually QC their plans, specifications, reports, electronic files, progress payment applications, schedules, and all project deliverables required by this task order. The CONSULTANT shall provide the CITY with a marked up set of plans and/or specifications showing the CONSULTANT's QC review. Such mark-ups shall accompany the CONSULTANT's scheduled deliverables. The submittal shall include the names of the CONSULTANT's staff that performed the QC review for each component (structures, roadway, drainage, etc.).

C. Permitting

The CONSULTANT shall coordinate with the CITY, regulatory agencies, and any other government entity having an interest or jurisdiction, which may require permits for this project. The CONSULTANT shall provide an estimate of fees and duration associated with the permitting process. Some of the regulatory or permitting agencies associated with this project include, but are not limited to:

- South Florida Water Management District (SFWMD)
- U.S. Army Corps of Engineers (USACE)
- U.S. Coast Guard (USCG)
- Broward County Environmental Protection and Growth Management Department (BCEPGMD)
- Broward County Environmental Licensing and Building Permitting
- CITY's Department of Sustainable Development (DSD) City Building Permit
- Broward County Health Department (BCHD)
- FDEM/FEMA, FDEP
- Development Review Committee (DRC) – Site Plan Review
- Broward County Surface Water License or General Permit
- NPDES Permit
- City of Fort Lauderdale Sanitary Sewer Capacity Allocation Letter
- City of Fort Lauderdale Utility Service Application

II. SPECIFIC SCOPE OF SERVICES

A. TASK 1 – SCHEMATIC DESIGN

The CONSULTANT shall perform Schematic Design services based on the City's program, RFQ requirements, available site information, applicable FEMA P-361, ICC 500, ASCE 7, Florida Building Code, and other Federal, State, and Local requirements. The purpose of this phase is to confirm the project requirements, establish the design approach, evaluate site and building planning constraints, and develop schematic-level design documents that describe the general scope, scale, relationship, site position, and character of the proposed EOC safe room and generator improvements.

Services under this task shall include:

1. Conduct a project kickoff meeting with the City to confirm project goals, operational requirements, schedule, communication protocols, available background information, review procedures, and stakeholder involvement.
2. Review information provided by the City, including available surveys, site information, existing facility documentation, utility information, prior studies, hazard mitigation documentation, funding requirements, and any available FEMA/FDEM correspondence.

3. Review information provided by the City including correspondence with the FAA regarding the proposed site, whether past or present communication, to determine the next steps for more detailed collaboration.
4. Conduct site observation and documentation activities to become generally familiar with existing site conditions, visible constraints, access, circulation, utilities, drainage, generator location opportunities, and relationship to the existing ARFF/EOC facility.
5. The CONSULTANT shall identify key constructability issues.
6. The CONSULTANT shall provide a topographic survey by a Florida Registered Surveyor to locate all above ground and underground features, and any additional data required for the completion of the design, permitting, and construction of the project.
7. Develop or confirm an operations-based program for the safe room, including anticipated occupancy of approximately 300 EOC personnel, functional areas, support spaces, circulation, ingress/egress, accessibility, building systems, technology infrastructure needs, and continuity-of-operations considerations.
8. Develop schematic floor plan layouts, site planning concepts, building massing, preliminary elevations or visual studies, and general design narratives sufficient to confirm the size, character, and relationship of the major project components.
9. Identify preliminary design criteria for a FEMA P-361-compliant community safe room, including applicable wind speed, debris impact criteria, Risk Category IV design considerations, protected openings, hardened envelope assemblies, protected mechanical/electrical systems, and anticipated peer review requirements.
10. Evaluate preliminary site development requirements, including survey needs, geotechnical investigation requirements, site access, parking, utility connections, stormwater management, grading, drainage, generator location, fuel system considerations, and permitting pathways.
11. Conduct a geotechnical investigation at the location of the proposed building site. The CONSULTANT shall provide one (1) hard copy and one (1) CD of the report to the CITY's Project Manager. This report shall be signed and sealed by a Professional Engineer registered in the State of Florida and shall contain, at a minimum, project vicinity map, plan view showing the location of borings, basis and results of tests performed, detailed description of findings, recommendations, and an executive summary.
12. Develop a preliminary code and regulatory analysis, including applicable building code, accessibility, life safety, FEMA P-361, ICC 500, ASCE 7, local permitting, environmental, utility, and HMGP-related requirements.
13. Identify required permits, regulatory agency reviews, anticipated permit durations, and potential design or documentation implications associated with the City, Broward County, FDEM/FEMA, SFWMD, FDEP, and other agencies having jurisdiction, as applicable.
14. Prepare a Schematic Design Phase (30%) construction cost estimate and identify major project cost drivers, including safe room construction, hardened envelope systems, generator and emergency power systems, site/civil improvements, permitting, and potential grant-eligible versus non-eligible cost considerations.
15. Submit Schematic Design documents to the City for review and participate in an end-of-phase review meeting.
16. Submit 30% design documentation to DRC to begin review process

17. All design drawings shall be submitted in both hard copy (one set 24"x36" sheets) and electronic medium (PDF).
18. The CONSULTANT will provide administrative assistance in preparing and submitting one FAA Form 7460-1. This will include building design information. CONSULTANT is relying on a professional opinion provided to the CITY by Kimley-Horn on or about 06/26/2026 which determined that the site does not appear to have any Part 77 obstruction penetrations but is overlaid by a 40:1 departure surface; and that it was Kimley-Horn's opinion that the FAA may issue a determination of No Hazard. The CONSULTANT does not warrant or guarantee that the FAA will issue a Determination of No Hazard. The CONSULTANT is not an aviation planning, airport engineering, airspace analysis, flight-procedures, or FAA regulatory consultant.

Task 1 Deliverables shall include:

- a. Project kickoff meeting agenda and meeting notes.
- b. Updated project schedule.
- c. Existing condition/site observation summary and Topographic Survey.
- d. Geotechnical Report
- e. Preliminary operations-based program and space planning summary.
- f. Schematic site plan.
- g. Schematic floor plan and general building concept.
- h. Preliminary code, FEMA P-361/ICC 500, and permitting criteria narrative.
- i. Support of FAA Form 7460-1 application process with 30% design documentation.
- j. Preliminary generator and emergency power design narrative.
- k. Schematic design phase cost estimate.
- l. Schematic Design submission package.
- m. DRC forms and submission package.

B. TASK 2 – DESIGN DEVELOPMENT

Based on the City's approval of the Schematic Design documents, and on the City's authorization of any adjustments in the project requirements, schedule, or budget, the CONSULTANT shall prepare Design Development documents for the City's review and approval. The Design Development documents shall illustrate and describe the development of the approved Schematic Design documents and shall include plans, sections, elevations, typical construction details, diagrammatic layouts of building systems, design narratives, and outline specifications to establish the size, character, quality level, and major systems of the project.

Services under this task shall include:

1. Advance the approved schematic design into a coordinated Design Development package for architectural, civil, structural, mechanical, electrical, plumbing, fire protection, technology/low voltage, generator, and related site improvements.

2. Refine the building layout, safe room configuration, circulation, support spaces, ingress/egress, accessibility, life safety, and operational adjacencies.
3. Develop the hardened building envelope design, including wall, roof, door, window, louver, penetration, opening protection, and impact-resistant assemblies required to support FEMA P-361 and ICC 500 compliance, including protections for generator/s.
4. Refine structural design criteria, including wind loads, debris impact requirements, foundation approach, lateral systems, uplift resistance, roof/wall assemblies, and Risk Category IV requirements.
5. Develop site/civil design including grading, drainage, stormwater management, paving, site access, emergency vehicle circulation, utility connections, site lighting coordination, generator/fuel tank location, and related exterior improvements.
6. Advance mechanical systems design including HVAC system approach, ventilation, safe room occupancy considerations, protected intake/exhaust strategies, equipment locations, and system resiliency.
7. Advance plumbing systems design including domestic water, sanitary, storm-related coordination, fixtures, and generator fuel system coordination as applicable.
8. Advance fire protection and life safety design criteria, including sprinkler system requirements, fire alarm coordination, fire department access, and code-required life safety features.
9. Advance electrical design including service requirements, normal and emergency power distribution, generator sizing criteria, ATS, fuel system power needs, grounding, lightning protection considerations, lighting, emergency lighting, and critical power requirements. (COPS)
10. Coordinate technology, communications, security, audio/visual, data, and mission-critical infrastructure pathways with the City and any City-designated vendors or stakeholders.
11. Coordinate geotechnical findings, survey information, and other technical investigations into the Design Development documents.
12. Develop outline specifications identifying major materials, systems, equipment, performance criteria, and general quality levels.
13. Coordinate FEMA P-361, ICC 500, ASCE 7, HMGP, and peer review requirements into the Design Development workflow and documentation.
14. Provide Design Development Phase (60%) cost estimate and identify value management considerations, alternates, cost risks, and potential scope adjustments for City review.
15. Submit Design Development documents to the City and meet with the City to review comments, cost, schedule, regulatory requirements, and design direction.
16. All design drawings shall be submitted in both hard copy (one set 24"x36" sheets) and electronic medium (PDF).

Task 2 Deliverables shall include:

- a. Design Development (60%) drawing package.
- b. Updated code, life safety, FEMA P-361/ICC 500, and regulatory compliance narrative.
- c. Outline specifications.

- d. Updated civil/site, structural, architectural, MEP/FP, generator, and technology narratives.
- e. Updated permitting matrix and agency coordination summary.
- f. Design Development Phase (60%) Cost Estimate.
- g. Updated project schedule.
- h. Design Development review meeting notes and comment response summary.

C. TASK 3 – CONSTRUCTION DOCUMENTS

Based on the City's approval of the Design Development documents, and on the City's authorization of any adjustments in the project requirements, schedule, or budget, the CONSULTANT shall prepare Construction Documents for the City's review and approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development documents and shall consist of drawings and specifications setting forth in detail the quality levels, performance criteria, materials, systems, and other requirements for construction of the Work.

Services under this task shall include:

1. Prepare coordinated Construction Documents suitable for permitting, bidding, and construction of the Phase I EOC safe room and generator project.
2. Prepare architectural drawings, details, schedules, code compliance plans, life safety plans, accessibility documentation, door/window/opening schedules, hardened envelope details, and FEMA P-361/ICC 500-related architectural criteria.
3. Prepare structural drawings, details, calculations, foundation design, hardened enclosure design, wind/debris impact criteria, uplift resistance details, and structural documentation required to support FEMA P-361, ICC 500, ASCE 7, and Risk Category IV requirements.
4. Prepare civil engineering drawings and calculations for site layout, grading, drainage, stormwater management, paving, access, parking, utilities, erosion control, and required site improvements.
5. Prepare mechanical drawings, schedules, details, calculations, and specifications for HVAC, ventilation, equipment protection, safe room occupancy support, and applicable control strategies.
6. Prepare plumbing drawings, schedules, details, calculations, and specifications for domestic water, sanitary, storm-related building systems, fixtures, and generator fuel system coordination as applicable.
7. Prepare fire protection and fire alarm performance/design documents, including sprinkler criteria, fire alarm coordination, life safety systems, and fire department access coordination.
8. Prepare electrical drawings, calculations, one-line diagrams, details, schedules, and specifications for normal power, emergency power, generator, ATS, grounding, lighting, emergency lighting, and related electrical connections.
9. Incorporate CITY-provided technology/low voltage infrastructure documentation for pathways, spaces, raceways, support infrastructure, and coordination with City-provided or City-selected systems, as applicable.

10. Prepare technical specifications and coordinate the Project Manual, including front-end information provided by the City, technical specifications, bidding requirements, and contract requirements.
11. Incorporate applicable design requirements of governmental authorities having jurisdiction into the Construction Documents.
12. Coordinate required peer review documentation for the FEMA P-361/ICC 500 safe room, including submittal information necessary for independent peer review of community safe rooms with more than 50 occupants, as required by the RFQ.
13. Prepare and submit permit documents to applicable authorities having jurisdiction, and respond to permit review comments within the agreed scope and schedule.
14. Assist the City with required filings and documentation associated with HMGP/FEMA/FDEM review, cost eligibility documentation, and technical compliance verification.
15. Provide Construction Document Phase (100%) Cost Estimate. This will be a final pre-bid cost estimate.
16. Conduct internal interdisciplinary QA/QC reviews and provide documentation of CONSULTANT's quality control review consistent with the City's Task Order requirements.
17. Submit Construction Documents to the City at appropriate milestones, anticipated to include progress and final submissions, and participate in review meetings with the City.

Task 3 Deliverables shall include:

- a. Final Construction Document submission package for 100% estimate.
- b. Three (3) original sets (hard copy) of the 100% design package (11" x 17" plan sheets), together with an electronic copy.
- c. Three (3) original hard copy sets, signed and sealed of the Final Plans and Specifications 100% design package (24" x 36" plan sheets), together with an one (1) electronic copy.
- d. Structural, Civil, MEP/FP, generator, and other required calculations.
- e. FEMA P-361/ICC 500 compliance documentation and peer review coordination package.
- f. Permit application support documents.
- g. Completed Construction Documents (100%) Cost Estimate (Pre-Bid Estimate)
- h. Updated project schedule.
- i. QA/QC review documentation.
- j. Comment response logs for City, peer review, and permitting comments.

D. TASK 4 – BIDDING

Following the City's approval of Construction Documents produced in Task 3, the CONSULTANT shall assist the City in obtaining competitive bids or proposals for construction, confirming responsiveness of bids or proposals, evaluating technical issues, and preparing clarifications or addenda as required. This task shall be limited to professional design support and technical

assistance during the City's procurement process; award decisions shall remain the responsibility of the City.

Services under this task shall include:

1. Assist the City in preparing the project for solicitation using the approved Construction Documents.
2. Provide technical support to the City related to the bidding documents, drawings, specifications, addenda, and bidder questions.
3. Attend one pre-bid meeting and assist in responding to technical questions from prospective bidders via addenda.
4. Prepare written clarifications, interpretations, and responses to bidder questions regarding the Construction Documents.
5. Prepare addenda, if required, to clarify, correct, or modify the Construction Documents during the bidding period.
6. Assist the City in reviewing bids or proposals for general conformance with the technical requirements of the Construction Documents.
7. Assist the City in evaluating bidder questions, substitutions, alternates, or technical qualifications.
8. Provide a technical recommendation or summary of findings to support the City's procurement decision.

Task 4 Deliverables shall include:

- a. Responses to bidder questions.
- b. Addenda documents, as required.
- c. Pre-bid meeting attendance and technical input.
- d. Technical bid/proposal review comments.
- e. Bidding phase correspondence and documentation.

G. GENERAL SCOPE NOTES

The CONSULTANT's services shall include coordination of the architectural, civil, structural, mechanical, electrical, plumbing, fire protection, technology/low voltage, surveying, geotechnical, cost estimating, permitting, FEMA P-361/ICC 500 compliance, peer review coordination, and related professional services necessary to complete the authorized scope. The CONSULTANT shall be responsible for coordinating the services and deliverables of its subconsultants and for submitting documents to the City through H2M as the Prime Consultant.

The CONSULTANT shall incorporate applicable requirements related to HMGP/FEMA/FDEM funding, including applicable Federal, State, and Local requirements, cost eligibility considerations, documentation requirements, and provisions associated with federally funded work.

The CONSULTANT shall not proceed with services outside the authorized scope without prior written authorization from the City. Services not specifically identified in this Specific Scope of

Services, or services resulting from material changes in project scope, schedule, budget, regulatory requirements, delivery method, or City-directed revisions, may be considered Additional Services subject to written authorization.

III. PROJECT ASSUMPTIONS

1. CITY shall provide access to the site.
2. CITY shall provide existing electronic CAD files, surveys, reports, utility records, previous studies, geotechnical reports, environmental reports, FAA correspondence, FEMA/FDEM documentation, and other available existing information. It is the CONSULTANT's responsibility to verify information necessary for design; however, CONSULTANT may rely upon information provided by others unless obvious discrepancies are identified.
3. Consistent with the CITY's grant application, it has been assumed that the proposed building will incorporate parking above with occupied building space below at grade. Due to potential site constraints imposed by the FAA, Fort Lauderdale Executive Airport operations, groundwater conditions, permitting requirements, or other site-specific constraints identified during design, alternate design concepts may be required. The CONSULTANT'S scope and fee are based upon development of one preferred project concept. Significant redesign resulting from changes in project direction, site constraints, or City preferences after City's approval of a design phase shall be considered Additional Services.
4. The proposed facility program is assumed to support approximately 300 occupants as identified within the RFQ and HMGP application documentation. Material changes to occupancy, building size, operational program, or project scope after completion of programming may require additional services.
5. The CONSULTANT shall perform an operations-based programming effort; the CITY shall provide timely input regarding operational requirements, staffing assumptions, technology requirements, emergency management procedures, and stakeholder preferences.
6. The CONSULTANT assumes the CITY will designate a single project representative authorized to provide direction, consolidate stakeholder comments, and make decisions on behalf of the CITY.
7. The CONSULTANT assumes comments from City departments, stakeholders, user groups, IT personnel, emergency management personnel, and regulatory agencies will be consolidated and provided through a single review process.
8. The CONSULTANT assumes that City information technology systems, radio systems and infrastructure, dispatch consoles, computer-aided dispatch (CAD) systems, audiovisual systems, security software, network architecture, cybersecurity requirements, software configuration, cybersecurity systems, proprietary communications systems, and communications equipment specifications and detailed design will be provided by the City or the City's designated technology vendors.
9. The CONSULTANT shall provide infrastructure, pathways, equipment spaces, utility coordination, and general design accommodations for technology systems; however, detailed vendor-specific technology design shall be provided by the City or the City's vendors.
10. Geotechnical recommendations prepared by the CONSULTANT'S geotechnical subconsultant shall form the basis of structural and foundation design.

11. The CONSULTANT assumes no hazardous materials, contamination, solid waste, landfill materials, buried obstructions, archaeological resources, protected species, wetlands, or environmental constraints requiring specialized investigation will be encountered. Investigation, testing, permitting, mitigation, or remediation of such conditions are excluded unless specifically added by amendment.
12. The CONSULTANT shall assist with permit applications and technical responses; however, permit fees, impact fees, agency review fees, third-party review fees, and permit expediting costs shall be paid directly by the CITY. This may be accomplished by establishing a Permitting Allowance for the CONSULTANT to utilize in order to pay said fees, or by other means agreed upon by the CITY and CONSULTANT.
13. The CONSULTANT assumes permitting agencies will review and respond to submissions within normal processing durations. Delays caused by agency review timelines are beyond the CONSULTANT'S control.
14. The CONSULTANT assumes an independent FEMA P-361/ICC 500 peer reviewer will be retained directly by the CITY, consistent with RFQ requirements.
15. CONSULTANT shall coordinate with the City's independent peer reviewer and provide documentation reasonably necessary to support reviews; however, peer review services, review fees, and redesign resulting from changes initiated by the peer reviewer beyond applicable code and FEMA requirements shall constitute Additional Services.
16. The CONSULTANT assumes the project will be designed in accordance with FEMA P-361, ICC 500, ASCE 7, applicable Florida Building Code requirements, and current HMGP requirements in effect at the time of design. Unforeseen changes not reasonably anticipated in applicable codes, regulations, FEMA guidance, grant requirements, or agency interpretations occurring after commencement of services may require additional services.
17. Cost estimates prepared by the CONSULTANT are opinions of probable construction cost based on available information and market conditions at the time of preparation. The CONSULTANT does not warrant or guarantee contractor bids, market pricing, escalation, material availability, or final construction costs.
18. The CONSULTANT assumes construction procurement will be performed using a conventional competitive bid process. Changes to project delivery methods, including CMAR, Design-Build, Progressive Design-Build, or other alternative delivery methods, may require additional services.
19. The CONSULTANT shall be entitled to rely upon decisions, approvals, and information provided by the CITY and regulatory agencies in performing its services.
20. The CONSULTANT will assemble supporting design documents (drawings and specifications, cut sheets) for grant application processes as requested. Services associated with grant administration, grant writing, reimbursement requests, FEMA benefit-cost analyses, environmental and historic preservation documentation beyond standard design support, audits, appeals, or FEMA funding disputes are excluded unless specifically authorized.
21. The CONSULTANT'S scope is intended to deliver a permit-ready and bid-ready design package. Construction means and methods, contractor sequencing, contractor safety programs, contractor

quality control programs, and contractor compliance with permit requirements remain the responsibility of the Contractor.

22. With respect to FAA, any relocation, redesign, height reduction, equipment relocation, structural modification, additional documentation, revised or supplemental FAA filing, agency response, significant delay, or other revision resulting from FAA and airport review, or aviation-consultant recommendations shall constitute Additional Services.

IV. ADDITIONAL SERVICES

If authorized by written Change Order, the CONSULTANT shall furnish, or obtain, Additional Services of the types listed in the MASTER AGREEMENT. The CITY, as indicated in the MASTER AGREEMENT, will pay for these services.

V. PERFORMANCE SCHEDULE

The CONSULTANT shall perform the services identified in Tasks 1 - 3 within 290 calendar days of the written Notice to Proceed.

VI. PROJECT FUNDING

Performance of this project is at the CITY's discretion and may be contingent upon the CITY receiving funding and work shall not begin until the CITY provides a Notice to Proceed to CONSULTANT.

VII. METHOD OF COMPENSATION

The services performed will be accomplished using the Not-to-Exceed method of compensation. The total hourly rates payable by the CITY for each of CONSULTANT's employee categories, reimbursable expenses, if any, and sub-consultant fees, if any, are shown on **Exhibit C** attached hereto and made a part hereof. Pay application requests shall be prepared on the CITY's approved pay application request form. The CONSULTANT shall submit the pay application request to the CITY's Project Manager for review and approval. Once the CITY's Project Manager approves the CONSULTANT's pay application request, the CONSULTANT may submit it to the CITY's accounts payable department via email (AcctsPayable@fortlauderdale.gov) with a copy to the Project Manager. Pay application requests shall be submitted monthly.

VIII. TERMS OF COMPENSATION

Services will be provided for the following Not-to-Exceed amounts:

Task 1 – Schematic Design	\$ 253,594.99
Task 2 – Design Development	\$ 287,449.46
Task 3 – Construction Documents	\$ 345,403.47
Task 4 - Bidding	\$ 41,857.00
TOTAL	\$ 928,304.92

IX. SERVICES NOT INCLUDED

The following services are specifically excluded from this agreement unless subsequently authorized by written Change Order:

1. Public Outreach, Grant, and Stakeholder Services

Public information campaigns, public awareness programs, referendum support, community engagement, branding, marketing, public relations, public workshops, public hearings, stakeholder charrettes, or presentations beyond those specifically identified in the Scope of Services are excluded.

Preparation of grant applications, grant writing, Benefit-Cost Analyses (BCA), funding applications, funding procurement services, grant administration, reimbursement requests, funding audits, appeals, grant closeout documentation, or grant management services beyond normal design-phase coordination are excluded.

2. Environmental Services

Phase I or Phase II Environmental Site Assessments, hazardous materials investigations, contamination investigations, remediation design, asbestos, lead-based paint, mold, PFAS, petroleum, or other hazardous material sampling, testing, or analysis are excluded.

Wetland delineation, wetland permitting, mitigation design, protected species surveys, cultural resource evaluations, archaeological investigations or monitoring, historic resource evaluations, Environmental Impact Statements, Environmental Assessments, NEPA documentation, or Environmental and Historic Preservation studies beyond documentation specifically required to support the design effort are excluded.

3. Surveying and Geotechnical Services Beyond Authorized Scope

Additional surveys, boundary dispute resolution, legal descriptions beyond those required for project development, property acquisition support, geophysical investigations, groundwater monitoring wells, long-term dewatering studies, monitoring programs, or additional geotechnical explorations beyond those specifically included in this Task Order are excluded.

4. Land Use, Real Estate, and Legal Property Services

Appraisals, title searches, property acquisition, easement acquisition, right-of-way acquisition, relocation assistance, preparation or negotiation of legal property documents, platting, rezoning, land use amendments, special exceptions, special exception expediting, variances, comprehensive plan amendments, zoning hearings, planning hearings, public hearings, or easement creation, dedication, vacation, or abandonment services are excluded.

5. FAA and Aviation-Related Services

While submission of FAA Form 7460-1 is included in the scope, any other FAA-related services such as Formal FAA Part 77 studies, flight path evaluations, aeronautical studies, FAA obstruction evaluations, negotiations with FAA, or services associated with FAA requirements that materially alter the approved project concept are excluded.

6. Technology and Communications Systems

Detailed design, selection, procurement, programming, configuration, or vendor-specific coordination of radio systems, dispatch consoles, CAD/RMS systems, cybersecurity systems, software, SCADA, network architecture, communications systems, AV systems, security systems, IT equipment, or data center systems is excluded, except for general architectural and engineering infrastructure accommodations specifically identified in the Scope of Services.

7. Specialty Engineering and Technical Studies

Blast resistance analysis, progressive collapse analysis, anti-terrorism/force protection studies, computational fluid dynamics modeling, wind tunnel testing, seismic hazard studies beyond code-required analysis, detailed emergency responder radio coverage studies, radio frequency interference studies, acoustical modeling beyond normal building design practices, specialized lighting simulations, energy modeling beyond code compliance requirements, traffic impact studies, transportation studies, parking analyses, maintenance of traffic (MOT) plans, traffic control plans, energy rebate analyses, utility incentive applications, rebate documentation, destructive testing, exploratory demolition, or destructive investigations are excluded.

8. Utility and Franchise Coordination

Design services for utility owners or franchise utilities, utility company engineering fees, utility betterment costs, off-site utility upgrades, utility impact studies, utility capacity improvements beyond the project limits, or utility relocations performed by utility owners are excluded.

9. Permitting and Agency Fees

Permit fees, plan review fees, impact fees, utility connection fees, agency review fees, FAA review fees, FEMA review fees, third-party review fees, permit expediting services, and outside legal or regulatory consulting fees are excluded and shall be paid directly by the CITY unless otherwise authorized.

10. Construction Procurement Services

Multiple bid packages, re-bidding resulting from project cancellation, funding delays, or failure to receive acceptable bids, contractor prequalification services, or support for alternative procurement methods including CMAR, Progressive Design-Build, or Design-Build procurement beyond the RFQ-defined scope are excluded.

11. FEMA Safe Room and Peer Review Exclusions

Services of the independent FEMA P-361 / ICC 500 peer reviewer, peer review fees, peer review certification services by others, FEMA certification services beyond design documentation support, or redesign resulting from peer reviewer interpretations not required by applicable codes or FEMA criteria are excluded.

12. Sustainability and Certification Programs

LEED, Envision, Green Globes, net-zero, carbon accounting, or other third-party sustainability documentation, certification, or consulting services beyond normal design practices are excluded.

13. Additional Services Triggered by Scope Changes

Redesign or additional services resulting from changes in program, occupancy, building size, site selection, project budget, funding requirements, City direction, regulatory requirements, agency comments after phase approval, additional design iterations, additional stakeholder meetings, additional bid phases, additional permit resubmittals caused by scope changes, project suspension, project reactivation, extended schedule delays, or any service not specifically identified within the Scope of Services are excluded.

EXHIBIT "B"
MAXIMUM BILLING RATES

RFQ Event No. 536 - Design Services for Emergency Operations Center	
PRIME: H2M Architects & Engineers, Inc.	
Labor Category	Maximum Billing Rate
Administrative Support Professional	\$ 85.00
Assistant Compliance Specialist	\$ 120.00
Assistant Department Manager	\$ 244.00
BIM/CAD Specialist	\$ 112.00
Compliance Specialist	\$ 120.00
Department Manager - Engineering	\$ 273.00
Project Architect	\$ 157.00
Project Engineer	\$ 168.00
Principal Architect / Engineer	\$ 262.50
Senior Architect	\$ 210.00
Senior Engineer	\$ 213.00
Senior Project Architect	\$ 173.00
Senior Project Engineer	\$ 190.00
Staff Designer (Architecture)	\$ 125.00
Staff Engineer	\$ 135.00
Student Intern	\$ 65.00
Studio Director - Architecture	\$ 250.00
Technical Advisor	\$ 260.00
SUBCONSULTANT: CES Consultants, Inc. (MBE)	
Labor Category	Maximum Billing Rate
Administrative Assistant	\$ 85.00
Clerical	\$ 78.00
Drafter/GIS/CADD Technician	\$ 112.00
Engineer	\$ 165.00
Junior Engineer	\$ 140.00
Principal (P.E. - FL Registered)	\$ 285.00
Project Manager & Engineer (PE)	\$ 220.00
Senior Project Manager & Engineer (PE)	\$ 232.49

EXHIBIT "B"
MAXIMUM BILLING RATES

RFQ Event No. 536 - Design Services for Emergency Operations Center	
SUBCONSULTANT: Longitude Surveyors, LLC (MBE)	
Labor Category	Maximum Billing Rate
Chief Utility Coordinator	\$ 147.00
Designating Services - 2 Men Crew - per hour	\$ 262.00
Designating Services - 3 Men Crew - per hour	\$ 345.00
Ground Penetrating Radar - 2 Men Crew	\$ 288.00
Ground Penetrating Radar - 3 Men Crew	\$ 315.00
MOT Plans (Per Scope Services)	\$ 210.00
Principal-in-Charge	\$ 205.00
Project Manager	\$ 157.00
Project Surveyor & Mapper	\$ 115.00
Senior Utility Coordinator	\$ 115.00
SUE CAD Manager	\$ 125.00
SUE Clerical	\$ 70.00
Survey & Mapping Computer Technician	\$ 105.00
Survey Crew (Party of Four) Convectional, GPS & HD Scan	\$ 285.00
Survey Crew (Party of Four) Conventional	\$ 220.00
Survey Crew (Party of Four) Conventional & GPS	\$ 265.00
Survey Crew (Party of Three) Conventional	\$ 185.00
Survey Crew (Party of Three) Conventional & GPS	\$ 220.00
Survey Crew (Party of Three) Conventional, GPS, & HD Scan	\$ 265.00
Survey Crew (Party of Two) Conventional	\$ 157.00
Survey Crew (Party of Two) Conventional & GPS	\$ 200.00
Survey Crew (Party of Two) Conventional, GPS & HD Scan	\$ 235.00
Survey Crew Chief	\$ 75.00
Survey Crew Instrument Person / RTK Rover Data Collection Person	\$ 65.00
Survey Crew Rod Person / GIS Data Collection Person	\$ 50.00
Survey Field Crew Coordinator/ Supervisor	\$ 95.00
Test Holes: Hard Surface - Non-Travel Lane, per Test Hole	\$ 365.00
Test Holes: Hard Surface - Travel Lane, per Test Hole	\$ 525.00
Test Holes: Soft Surface - Non-Pavement per Test Hole	\$ 335.00
USL (Utility Service Location) - 1 man crew	\$ 95.00
Vac Truck (Test Holes) - 2 Men Crew	\$ 175.00
Vac Truck (Test Holes) - 3 Men Crew	\$ 265.00

EXHIBIT "B"
MAXIMUM BILLING RATES

RFQ Event No. 536 - Design Services for Emergency Operations Center	
SUBCONSULTANT: Manns Woodward Studios	
Labor Category	Maximum Billing Rate
Administrative Support Professional	\$ 85.00
BIM/CAD Specialist	\$ 112.00
Project Architect	\$ 157.00
Principal Architect	\$ 262.50
Senior Architect	\$ 210.00
Senior Project Architect	\$ 173.00
Staff Designer (Architecture)	\$ 125.00
Student Intern	\$ 65.00
Studio Director - Architecture	\$ 250.00
SUBCONSULTANT: TSF Geo (MBE)	
Labor Category	Maximum Billing Rate
Draftsman	\$ 120.00
Principal Engineer (PE)	\$ 250.00
Project Engineer	\$ 180.00
Senior Engineer (PE)	\$ 213.00
Staff Engineer	\$ 120.00
Technician	\$ 97.00
SUBCONSULTANT: YA Group	
Labor Category	Maximum Billing Rate
Construction Inspector - Level 1	\$ 85.00
Construction Inspector - Level 2	\$ 100.00
Construction Inspector - Level 2 / Field Coordinator	\$ 100.00
Construction Inspector - Level 3	\$ 105.00
Director / General Construction Estimator - Level 3	\$ 163.00
Electrical Estimator - Level 1	\$ 95.00
Electrical Estimator - Level 2	\$ 110.00
Executive Vice President / Principal	\$ 220.00
General Construction Estimator - Level 1	\$ 105.00
General Construction Estimator - Level 2	\$ 115.00
Marketing Manager / Estimating Administrator	\$ 90.00
Mechanical Estimator - Level 1	\$ 105.00
Mechanical Estimator - Level 2	\$ 115.00
Project Engineer	\$ 95.00
Sr. Director / Mechanical Estimator - Level 3	\$ 185.00
Sr. Director / Sr. Electrical Estimator	\$ 185.00
Sr. Vice President / Principal	\$ 250.00
Vice President / General Manager	\$ 220.00
Vice President/Chief Estimator	\$ 215.00

EXHIBIT "B"
MAXIMUM TESTING RATES

RFQ Event No. 536 - Design Services for Emergency Operations Center MAXIMUM TESTING RATES		
Standard Penetration Test Borings (ATSM D-1586), Truck Rig or Mud Bug Rig		
0 - 50 Foot Depth Interval	\$ 15.00	Per Foot
Grout Boreholes	\$ 6.68	Per Foot
Track/Mud Bug 0-50 Ft	\$ 21.00	Per Foot
Permeability/Percolations Tests – Field (SFWMD Usual Open Hole Method)	\$ 525.00	EACH
SOIL TESTING		
Field Density/Test (five [5] minimum)	\$ 38.00	EACH TEST
Standard Proctors	\$ 142.00	EACH TEST
Modified Proctors	\$ 142.00	EACH TEST
Limerock Bearing Ratio Test	\$ 367.00	EACH TEST
Atterberg Limit Test	\$ 90.00	EACH TEST
SAMPLING & TESTING OF FRESH CONCRETE		
Curing, capping and compressive strength testing of concrete cylinders in Consultant's laboratory	\$ 85.00	SET OF 4
Field Sampling Fresh Concrete (sampling, molding, slump testing, temperature)	\$ 75.00	hour
CONCRETE & MASONARY MATERIALS		
Concrete Compression test (Min. four [4] cylinders per trip)	\$ 170.00	SET OF 4
- Prepare cylinders & slump test on site, and deliver to lab		
Additional Concrete cylinders with slump	\$ 22.00	EACH
Concrete Compression test only [delivered to lab]	\$ 22.00	EACH
Slump test	\$ 22.00	EACH
Stand-by (Beyond 1 hour on site)	\$ 75.00	HOURLY
Grout Prism (Six [6] per set) - Includes preparation of Prism on site	\$ 90.00	SET OF 6
2" x 2" - Includes preparation of Cubes on site	\$ 90.00	SET OF 6
AGGREGATE TESTING		
Grain size determination:		
A. Full grain size (8 sieves)	\$ 85.00	EACH
B. Wash through (#200)	\$ 60.00	EACH
Sieve Analysis – Course Aggregate	\$ 60.00	EACH
ASPHALT TESTING		
Asphalt Cores (obtaining core samples) (Min. 3)	\$ 650.00	SET OF 3
MISCELLANEOUS SERVICES		
Exfiltration Test (SFWMD)	\$ 525.00	EACH
Install Groundwater Monitoring Well, <25' (per PBCWUD Stds & Details)	\$ 51.00	PER FOOT
Install Groundwater Monitoring Well, 25' - 50' (per PBCWUD Stds & Details)	\$ 65.00	PER FOOT
Truck - Mounted Rig	\$ 513.50	** Per Occurrence
Track - Mounted Rig	\$ 1,014.00	** Per Occurrence

FOUNDATION TESTING SERVICES		
Vibration/ Noise Monitoring Equipment - seismograph with geophone or microphone (includes mobilization, equipment and labor)	\$ 750.00	PER week
SITE PREPARATION MONITORING & TESTING		
In-situ Density Tests - Nuclear Gauge Method (ASTM D 2922)	\$ 38.00	EACH
MONITOR WELL INSTALLATION & TESTING		
Non-Environmental (2-inch diameter)* 0 - 25-ft depth	\$ 40.00	PER FOOT
Well sampling *	\$ 125.00	PER HOUR

EXHIBIT "C"
FEE PROPOSAL & SCHEDULE